

**RULE 63 (37 C.F.R. 1.63)**  
**INVENTORS DECLARATION FOR PATENT APPLICATION**  
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**A SUPPORT APPARATUS**

the specification of which (check applicable box(es)):

☐ is attached hereto  
☒ was filed on April 11, 2005 as U.S. Application Serial No. Unassigned (Atty. Dkt. No. 4132-5)  
☒ was filed as PCT International application No. PCT/AU2003/001349 on 13 October 2003  
and (if applicable to U.S. or PCT application) was amended on 6 September 2004

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):	Application Number	Country	Day/Month/Year Filed
	2002951973	Australia	11 October 2002
	2003236437	Australia	22 August 2003

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

Application Number	Day/Month/Year Filed

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below.

Prior U.S./PCT Application(s):	Application Serial No.	Day/Month/Year Filed	Status: patented pending, abandoned
	PCT/AU2003/001349	13 October 2003	

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby ask that all correspondence in this matter be directed to:

**Customer Number: 23117**

1.	Inventor's Signature: Inventor:	Neil (first)	Bernard MI	McLaughlin (last)	Australia (citizenship)	Date:
	Residence: (city)	Munruben	(state/country)	Australia		
	Mailing Address:	51/53 Chloe Drive, Munruben, Australia				
	(Zip Code)	QLD 4125				
2.	Inventor's Signature: Inventor:	Cameron (first)	MacMillan MI	Baker (last)	Australia (citizenship)	Date: 10-5-5
	Residence: (city)	Kenmore	(state/country)	Australia		
	Mailing Address:	4 Bilara Street, Kenmore, Australia				
	(Zip Code)	QLD 4069				

**[X] See attached sheet(s) for additional inventor(s) information!!**

SIGN HERE  
SIGN HERE

RULE 63 (37 C.F.R. 1.63)  
INVENTORS DECLARATION FOR PATENT APPLICATION  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3. Inventor's Signature: [Signature] Date: 10-5-05  
Inventor: David Palmer  
(first) (last) Australia  
MI (state/country) (citizenship)  
Residence: (city) Chelmer  
Mailing Address: 174 Hargraves Avenue, Chelmer, Australia  
(Zip Code) QLD 4068 Aux

4. Inventor's Signature: [Signature] Date: 10-5-05  
Inventor: Ian Gillespie  
(first) (last) Australia  
MI (state/country) (citizenship)  
Residence: (city) Brookfield  
Mailing Address: Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia  
(Zip Code) QLD 4069 Aux

5. Inventor's Signature: [Signature] Date: 10-5-05  
Inventor: Anthony Finlay  
(first) (last) Australia  
MI (state/country) (citizenship)  
Residence: (city) Pullenvale  
Mailing Address: 89 Old Farm Road, Pullenvale, Australia  
(Zip Code) QLD 4069 Aux

6. Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Inventor: \_\_\_\_\_  
(first) MI (last) (citizenship)  
Residence: (city) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
(Zip Code) \_\_\_\_\_

FOR ADDITIONAL INVENTORS, check box [ ] and attach sheet with same information and signature and date for each.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

McLAUGHIN et al

Atty. Ref.: 4132-5

Serial No. Unassigned

Group: Unassigned

Filed: April 11, 2005

Examiner: Unassigned

For: A SUPPORT APPARATUS

\* \* \* \* \*

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**EXCLUSIVE SUBSTITUTE POWER OF ATTORNEY  
AND EXCLUSIVE PROSECUTION HEREAFTER BY  
ASSIGNEE UNDER 37 C.F.R. §§ 1.36, 3.71 AND 3.73**

STANDFAST ENTERPRISES PTY LTD, being the owner of all right, title and interest in the above-identified patent application, hereby revokes all previous powers of attorney in this case, if any, and hereby appoints the attorneys of **Customer Number 23117** individually and collectively its attorneys to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith, and with the resulting patent.

STANDFAST ENTERPRISES PTY LTD also authorizes Nixon & Vanderhye to act and rely solely on instructions communicated from the person, attorney, firm or other organization sending instructions to Nixon & Vanderhye on behalf of the owner.

Certificate Under 37 C.F.R. §3.73(b)

STANDFAST ENTERPRISES PTY LTD, a corporation having a place of business at Unit 4, 7 Camford Street, Milton, Queensland, Australia 4064 states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors to the aforesaid assignee, a copy of the assignment being attached.

The undersigned (whose title is typed below) is empowered to sign this statement on behalf of STANDFAST ENTERPRISES PTY LTD.

STANDFAST ENTERPRISES PTY LTD

x 9 MAY 2005  
Date

By:

x   
Name: x E. M. BAILO  
Title: x MANAGING DIRECTOR

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of

Atty. Ref.: 4132-5; Confirmation No. 2257

Appl. No. 10/530,862

TC/A.U. Unassigned

Filed: April 11, 2005

Examiner: Unassigned

For: A SUPPORT APPARATUS

\* \* \* \* \*

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

**DECLARATION**

I, Ian Robert Tannahill, hereby declare and state that:

1. I reside at 18 Parkleigh Street, Everton Hills, Queensland 4053, Australia.
2. The facts surrounding Neil McLaughlin's refusal to sign the Declaration and Deed of Assignment are as follows.
3. An Australian patent application accompanied by a provisional patent specification describing a support assembly (hereinafter referred to as the "tram") entitled "Trapeze Rail Access Module", was prepared and filed by Neil McLaughlin on 11 October 2002 in his own name, and was subsequently assigned the Serial No. 2002951973.
4. On 17 July, 2003, Neil McLaughlin executed a Deed of Assignment assigning all of his rights, title and interest in the invention that is the subject of application No. 2002951973 and any letters patent that might be granted in respect of same, together with the right to apply

Appl. No. 10/530,862

for patent protection in respect of the invention in foreign jurisdictions to Standfast Enterprises Pty Ltd ("Standfast").

5. It is my understanding that further modifications and improvements to the tram were made by Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer, which modifications and improvements were subsequently described in a complete patent specification that was filed in conjunction with a second Australian patent application in the name of Standfast on 21 August, 2003.

6. That second application was assigned Serial No. 2003236437.

7. An international patent application, claiming priority from patent applications Nos. 2002951973 and 2003236437 was filed on 13 October 2003, in the name of Standfast for all designated states other than the United States of America, and Neil McLaughlin, Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer for the United States of America only, and was assigned the serial number PCT/AU03/01349.

8. Standfast and Neil McLaughlin, Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer subsequently entered the national phase of their international patent application in the following countries: Australia, Brazil, Canada, Europe, Japan, New Zealand, Singapore, South Africa, the United Arab Emirates and the United States of America.

9. On 27 April, 2005, I wrote to Standfast in relation to the present U.S. Patent Application No. 10/530,862, requesting that they arrange for the execution of a Declaration and Deed of Assignment by all five inventors.

10. On 27 April, 2005, I wrote a letter (copy attached as Exhibit 1) to Standfast, in relation to their United Arab Emirates (UAE) Patent application, requesting that they arrange for

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the execution of the accompanying Power of Attorney form and Deeds of Assignment by all five inventors, as the due date for lodging the aforementioned documents was 9 July, 2005.

11. On 2 June 2005, I spoke to Cameron Baker of Standfast about the need to attend to the execution of the aforementioned documents in relation to the US and UAE patent applications, and during the course of this conversation Cameron Baker requested that I write to Neil McLaughlin regarding his signing of the Declaration and Deeds of Assignment for the US and UAE patent applications.

12. On 2 June 2005, I spoke to Neil McLaughlin by telephone, and during the telephone conversation, I explained to Neil McLaughlin that Standfast required that he sign a Deed of Assignment in connection with a patent application filed by Standfast in the United Arab Emirates for the tram, and I followed up this conversation with a letter dated 2 June 2005 to Neil McLaughlin (copy attached as Exhibit 2) enclosing a copy of the Deed of Assignment (copy attached as Exhibit 3).

13. On 8 June, 2005, I spoke to Neil McLaughlin and, during the telephone conversation, Neil McLaughlin said that he was not prepared to sign the Deed of Assignment for the UAE patent application because the form contained text written in Arabic.

14. On 15 June 2005, I forwarded to Neil McLaughlin an alternative Deed of Assignment for him to sign in connection with the UAE patent application, and that Assignment document was returned to me on 27 June 2005 (copy attached as Exhibit 4) but was of no use as Neil McLaughlin's signature had not been witnessed by a Notary Public.

15. A substitute Deed of Assignment was forwarded to Neil McLaughlin on 27 June 2005, which he duly signed in the presence of a Notary Public on 29 June 2005 (copy attached as Exhibit 5).

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16. On 1 July 2005, I sent a letter to Neil McLaughlin (copy attached as Exhibit 6) enclosing the original Declaration and Deed of Assignment for US Patent Application No. 10/530,862, both of which had already been signed by Cameron Baker, Anthony Finlay, Ian Gillespie and David Palmer.

17. On 11 July 2005, I asked Neil McLaughlin if he had signed the Declaration and Deed of Assignment forwarded to him under the cover of my earlier letter of 1 July 2005, and Neil McLaughlin said that he had not received the documents and that he thought someone had been stealing his mail.

18. On 12 July, 2005, I sent Neil McLaughlin a fresh Declaration and Deed of Assignment (copy attached as Exhibit 7).

19. On 21 July, 2005, I wrote to Neil McLaughlin enclosing a Deed of Assignment for him to sign in relation to Standfast's South African Patent Application No. 2005/02908 (copy attached as Exhibit 8).

20. On 26 July, 2005, I asked Neil McLaughlin if he had signed the Declaration and Deed of Assignment pertaining to US Patent Application No. 10/530,862, and Neil stated that for each country he wanted to be paid \$1000.00 for signing the various documents.

21. During the months of July through to September of 2005, Standfast were engaged in negotiations with a potential investor that has since led to the making of a sizeable investment by the investor in Standfast, and as part of the agreement between both parties, the investor requested that each of the aforementioned inventors sign a confirmatory Deed of Assignment relating to all of the intellectual property in respect of the tram.

22. A copy of this Deed of Assignment and the Declaration relating to US Patent Application No. 10/530,862 was forwarded to Neil McLaughlin on 11 November 2005 (copy



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attached as Exhibit 9) in the belief that execution of the said deed would be sufficient to complete the filing requirements associated with the Standfast US, Canadian and South African patent applications.

23. On 13 December 2005, I asked Neil McLaughlin if he had signed the documents forwarded to him under the cover of our letter to him dated 11 November 2005, and Neil McLaughlin stated that he was awaiting advice from his solicitor before signing the documents.

24. On 1 February 2006, I asked Neil McLaughlin's wife to convey a message to Neil McLaughlin that Standfast urgently required him to sign the Declaration and confirmatory Deed of Assignment otherwise some of the Standfast patent applications may lapse.

25. On 2 February, 2006, Neil McLaughlin's wife told me that Neil had said to her that he would sign just the one document covering all countries if Standfast were to pay him \$200,000.00.

26. Neil McLaughlin's last known address is:

51/53 Chloc Drive

Munruben, Queensland 4125

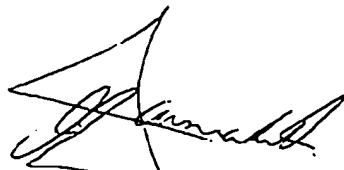
AUSTRALIA

27. As at the date of signing the present declaration, the executed patent application declaration and Assignment have not been received from Neil McLaughlin.

I declare that all statements herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that

Appl. No. 10/530,862

such willful false statements may jeopardize the validity of the application or any patent issuing thereon.



Ian Robert Tannahill

13 MARCH 2006.

Date

Attachments: Exhibits

EXHIBIT I

A handwritten signature in black ink, appearing to read 'I. Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006

Date

**AHEARN FOX**

Thomas G. Ahearn  
Daniel P. Fox  
Bill Anderson  
Ian R. Tannahill  
Angeline P. Behan  
Angela Duhle

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS  
GPO Box 1149, Brisbane  
Queensland, 4001, Australia

Incorporating  
THOMAS G. AHEARN & CO  
Established 1957

27 April 2005

Standfast Enterprises Pty Ltd  
Unit 4/7 Camford Street  
MILTON QLD 4064

**ATTENTION: Mr Cameron Baker**

Dear Sir,

Re: Entry of the National Phase in the United Arab Emirates of International Patent Application  
No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A  
SUPPORT APPARATUS  
Our Ref: STA04 114 IT/JT

**1. Entry of National Phase**

1.1 In accordance with your instructions, we have attended to the entry of the national phase of your abovementioned international patent application in the United Arab Emirates.

**2. Filing Particulars**

2.1 Further, we are pleased to report that your patent application in the United Arab Emirates has been accorded the Application No. 200/2005 and the application date of 11 April 2005. Would you please use the aforementioned application number in all future correspondence relating to your UAE patent application.

**3. Power of Attorney Form**

3.1 We enclose a Power of Attorney form which we ask be signed by a director of Standfast Enterprises Pty Ltd in the presence of a notary public. In this regard, please advise whether you would like us to arrange an appointment with a notary public.

**4. Deeds of Assignment**

4.1 We also enclose five Deeds of Assignment assigning all rights, title and interest in and to the abovementioned invention from each of the inventors to Standfast Enterprises Pty Ltd.

4.2 Would you please arrange for each of the Deeds of Assignment to be signed and subsequently returned to us.

4.3 Please note, it is not necessary for the Deeds of Assignment to be signed in the presence of a notary public.

**5. Due Date**

5.1 The due date for lodging the Power of Attorney form and the Deeds of Assignment with the Patent Office in Dubai is 9 July 2005.

...2

Brisbane  
Level 4, T&G Building  
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744  
FX: (07) 3221 0661

Gold Coast  
Office 13B, Mawarra House  
3102-3108 Surfers Paradise Boulevard  
Surfers Paradise, Qld, 4217  
PH: (07) 5538 0372  
FX: (07) 5538 0373

Email: [info@ahearnfox.com.au](mailto:info@ahearnfox.com.au)

We, the undersigned, Standfast  
Enterprises Pty Ltd

Our address at Unit 4, 7 Camford  
Street, Milton, Queensland,  
4064 Australia

hereby appoint Emirates Advocates, Attorneys &  
Counsellors at Law, of P.O. Box 93030, Dubai,  
U.A.E. to be our true and lawful agents and  
attorneys in the United Arab Emirates to do and  
perform the following acts and deeds on our  
behalf:

1. To file, register and renew our patents, industrial designs, trademarks, copyrights and neighbouring rights, franchise licenses, technology transfer licenses, commercial and distribution agencies and domain names and to record all changes and dispositions affecting these matters.
2. To prepare, sign and file all documents and information required by the competent authorities for registration, renewal and protection of the said rights and transactions.
3. To prepare, file and follow-up arguments, appeals, oppositions and counterstatements with all competent administrative and judicial authorities.
4. To initiate and pursue complaints, civil suits and criminal actions with the competent administrative governmental authorities and courts of law of all types and grades to protect our proprietary rights in patents, designs, trademarks, copyrights and neighbouring rights, franchise licenses, technology transfer licenses, commercial and distribution agencies and domain names.
5. To receive and serve summons, appeal and execute decisions and judgments, pay official fees, receive and deliver amounts, conduct negotiations and accept conciliations and settlements.
6. To appoint any person they consider suitable to perform all or any part of the foregoing powers and authorities.

This Power of Attorney supercedes and cancels all previous Powers of Attorney which we may have issued in respect of the same matters.

Issued at ..... this .....

Name:

Signature:

Position: (Legalization needed)

نحن الموقعون أدناه،  
عنواننا:

بهذا نعين الإمارات للمحاماة (محامون و مستشارون قانونيون)  
عنوانهم ص.ب. 93030، دبي، الإمارات العربية المتحدة،  
وكلاء عنا وممثلين لنا في الإمارات العربية المتحدة للقيام بما  
يلبي:

- 1 - إيداع وتسجيل وتجديد براءات الاختراع والنماذج الصناعية والعلامات التجارية وحقوق المؤلف و الحقوق المجاورة و تراخيص الامتياز و نقل التقنية و عقود الوكالات التجارية و التوزيع و أسماء المواقع على الإنترنت وفي كافة التغييرات و التصرفات التي تطرأ على هذه الأمور.
- 2 - إعداد وتوقيع وإيداع كافة المستندات والبيانات المطلوبة لدى الجهات المختصة فيما يتعلق بتسجيل وتجديد وحماية الحقوق و المعاملات المذكورة
- 3 - إعداد وإيداع ومتابعة التظلمات والاعتراضات و الردود على الاعتراضات أمام الجهات الإدارية والقضائية المختصة.
- 4 - إقامة ومباشرة الشكاوى والدعوى المدنية والجنائية نيابة عنا أمام الجهات الإدارية الحكومية والمحاكم التضامنية المختصة بكافة أنواعها ودرجاتها لحماية حقوقنا في براءات الاختراع والنماذج الصناعية والعلامات التجارية وحقوق المؤلف و الحقوق المجاورة و تراخيص الامتياز و نقل التقنية و عقود الوكالات التجارية و التوزيع و أسماء المواقع على الإنترنت.
- 5 - استلام وتسليم التبليغات واستئناف القرارات والأحكام وتنفيذها ودفع الرسوم وقبض وتسليم المبالغ والتفاوض وقبول الصلح و التسويات.
- 6 - تعيين أي شخص آخر يرويه مناسباً للاضطلاع بكل أو أي من الصلاحيات والسلطات الواردة في هذا التوكيل.

يبتطل و يلغى هذا التوكيل كافة التوكيلات السابقة التي ربما صدرت فيما يتصل بذات الأمور المذكورة.

صدر في : بتاريخ: .....

الاسم:

التوقيع:

الصفة:

## ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Cameron MacMillan Baker

Residing at:

المقيم / المقيمين في :

49 Gem Street  
Kenmore, Queensland 4069  
Australia

Profession:

المهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

hereby declare that I am/we are the  
inventor(s) of the invention entitled:

بموجب هذا اصرح / اصرح بلتي / باننا  
مخترع / مخترعي الاختراع المبتكر :

A Support Assembly

and that I/we hereby assign all my/our  
rights to the said invention to:

واني / اننا لننازل / نننازل عن كافة حقوقي /  
حقوقي في الاختراع المذكورة الى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and  
that I/we agree to the filing of a patent  
application in U.A.E. by the said Company:

وذلك للحصول على براءة الاختراع في دولة  
الإمارات العربية المتحدة والوافق / نوافق على ايداع  
طلب البراءة في الإمارات العربية المتحدة باسم  
الشركة المذكورة أعلاه .

Date:

تاريخ في

Signature (s): \_\_\_\_\_

التوقيع :

## ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Anthony Finlay

Residing at:

المقيم / المقيمون في :

89 Old Farm Road  
 Pullenvale Queensland 4069  
 Australia

Profession:

ال مهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

hereby declare that I and/or we are the  
 inventor(s) of the invention entitled:

بموجب هذا اصرح / نصرح بأنني / بأننا  
 مخترع / مخترعي الاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our  
 rights to the said invention to:

وأنني / أننا لنقول / لنقول عن كافة حقوقي /  
 حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and  
 that I/we agree to the filing of a patent  
 application in U.A.E. by the said Company:

وذلك للتصديق على براءة الاختراع في دولة  
 الامارات العربية المتحدة ووافق / فوافق على ايداع  
 طلب البراءة في الامارات العربية المتحدة باسم  
 الشركة المذكورة أعلاه .

Date:

تاريخ : في

Signature (s): \_\_\_\_\_

التوقيع :

## ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Jan Gillespie

Residing at:

المقيم / المقيمون في :

Lot 4, No. 43 Upper Brookfield Road  
 Brookfield, Queensland 4069  
 Australia

Profession:

المهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

herby declare that I am/we are the  
 inventor(s) of the invention entitled:

بموجب هذا أصرح / أصرح بأنني / بأننا  
 مخترع / مخترعين الاختراع المعلنون :

A Support Assembly

and that I/we hereby assign all my/our  
 rights to the said invention to:

وأنني / أننا أتنازل / نتنازل عن كافة حقوقي /  
 حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and  
 that I/we agree to the filing of a patent  
 application in U.A.E. by the said Company:

وذلك للحصول على براءة الاختراع في دولة  
 الإمارات العربية المتحدة وأوافق / نوافق على ايداع  
 طلب البراءة في الإمارات العربية المتحدة باسم  
 الشركة المذكورة أعلاه .

Date:

تتميز في

Signature (s): \_\_\_\_\_

التوقيع :



## ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

David Palmer

Residing at:

المقيم / المقيمين في :

174 Hargraves Avenue  
Chelmer, Queensland 4068  
Australia

Profession:

المهنة :

Director of Standfast Enterprises Pty Ltd

Nationality:

الجنسية :

Australian

hereby declare that I and/or we are the  
inventor(s) of the invention entitled:

بموجب هذا أصرح / نصرح باني / بأننا  
مخترع / مخترعي الاختراع المعلنون :

A Support Assembly

and that I/we hereby assign all my/our  
rights to the said invention to:

واني / أننا نقدر / نقدر عن كافة حقوقي /  
حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and  
that I/we agree to the filing of a patent  
application in U.A.E. by the said Company:

وذلك للتسليم على براءة الاختراع في دولة  
الإمارات العربية المتحدة وأوافق / فوافق على إيداع  
طلب البراءة في الإمارات العربية المتحدة باسم  
الشركة المذكورة أعلاه .

Date:

تاريخ في

Signature (s): \_\_\_\_\_

الموقع :

## ASSIGNMENT

تسليم

I/we, the undersigned,

أنا / نحن الموقع / الموقعون أدناه

Neil Bernard McLaughlin

Residing at:

المقيم / المقيسون في :

51/53 Chloe Drive  
Murrumbidgee, Queensland 4125  
Australia

Profession:

المهنة :

Qualified Fitter and Turner  
Engineer

Nationality:

الجنسية :

Australian

hereby declare that I am/we are the  
inventor(s) of the invention entitled:

بموجب هذا أصرح / نصرح بئني / بئنا  
مخترع / مخترعين الاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our  
rights to the said invention to:

وأني / أننا لننتقل / ننتقل عن كافة حقوقي /  
حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and  
that I/we agree to the filing of a patent  
application in U.A.E. by the said Company:

وذلك للحصول على براءة الاختراع في دولة  
الإمارات العربية المتحدة وأوافق / نوافق على إيداع  
طلب البراءة في الإمارات العربية المتحدة باسم  
الشركة المذكورة أعلاه .

Date:

تاريخه في

Signature (s): \_\_\_\_\_

التوقيع :

..  
..

EXHIBIT 2

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006

Date

**AHEARN FOX**

Thomas G. Ahearn  
Daniel P. Fox  
Bill Anderson  
Ian R. Tannahill  
Angeline P. Behan  
Angela Duhilke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS  
GPO Box 1149, Brisbane  
Queensland, 4001, Australia

Incorporating  
THOMAS G. AHEARN & CO  
Established 1957

2 June 2005

Mr Neil Bernard McLaughlin  
51/53 Chloe Drive  
MUNRUBEN QLD 4125

Dear Neil,

Re: Entry of the National Phase in the United Arab Emirates of International Patent Application  
No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A  
SUPPORT ASSEMBLY  
Our Ref: STA04 114 IT/JT

**1. Introduction**

- 1.1 In accordance with instructions received from Standfast Enterprises Pty Ltd we have attended to the entry of the national phase in the United Arab Emirates of their International Patent Application No. PCT/AU2003/001349 in respect of the invention commonly referred to as the tram.

**2. Deed of Assignment**

- 2.1 In order that we may complete the formalities associated with entering the national phase in the United Arab Emirates, we ask that you please sign the enclosed Deed of Assignment in the presence of a notary public. In this regard, please advise whether you would like us to arrange an appointment with a notary public. Alternatively, you may wish to use Anthony Steindl whose contact details are attached hereto.

- 2.2 If you choose to use Anthony Steindl, please ask him to send his account to us.

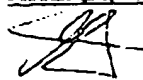
**3. Due Date**

- 3.1 The due date for lodging the Deed of Assignment with the Patent Office in Dubai is 9 July 2005.

- 3.2 Given that the Deed of Assignment must also be forwarded to the Department of Foreign Affairs for authentication and to the UAE Consulate in Canberra for legalization prior to sending the document to our UAE Associate, would you please return the signed Deed of Assignment to us by no later than 9 June 2005.

- 3.3 If you have any queries concerning the present matter, please do not hesitate to contact us.

Yours faithfully  
**AHEARN FOX**

  
Ian Tannahill

**Enclosures:**

1. ☐ Deed of Assignment  
2. ☐ Contact Details for Anthony Steindl  
STA04114

Brisbane  
Level 4, T&G Building  
141 Queen Street, Brisbane, Qld, 4000

TEL: (07) 3221 0744  
FX: (07) 3221 0661

Email: [info@ahearnfox.com.au](mailto:info@ahearnfox.com.au)

Gold Coast  
Office 13B, Mawarn House  
3102-3108 Surfers Paradise Boulevard  
Surfers Paradise, Qld, 4217  
TEL: (07) 5538 0372  
FX: (07) 5538 0373

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• Steindl, Leigh Anthony (07 3800 2965)

*Steindl, Bradley & Associates, BROWNS PLAINS*[Find an approved mediator](#)[Previous](#) [Page 1 of 1](#) [Next](#)[Find an interstate solicitor](#)[List of certificate holders](#)[search again](#)[Using a solicitor](#)[If you have concerns](#)[Contact us](#) | [Sitemap](#) | [A-Z index](#) | [Site & download help](#) | [Privacy](#) | [Disclaimer](#)

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EXHIBIT 3

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006

Date

## ASSIGNMENT

تسليم

I/We, the undersigned,

أنا / نحن الموقع / الموقعة أنا

Neil Bernard McLaughlin

Residing at:

السكن / المقيمون في :

51/53 Chloe Drive  
Murrumbidgee, Queensland 4125  
Australia

Profession:

المهنة :

Qualified Fitter and Turner  
Engineer

Nationality:

الجنسية :

Australian

hereby declare that I and/or we are the  
inventor(s) of the invention entitled:بشأن هذا أصرح / نصرح بأنني / بأننا  
مخترع / مخترعين الاختراع المسمى :

A Support Assembly

and that I/we hereby assign all my/our  
rights to the said invention to:وأني / أننا لننتقل / نتنازل عن كافة حقوقي /  
حقوقنا في الاختراع المذكورة إلى :

Standfast Enterprises Pty Ltd

for a patent to be obtained in U.A.E. and  
that I/we agree to the filing of a patent  
application in U.A.E. by the said Company:وذلك للحصول على براءة الاختراع في دولة  
الإمارات العربية المتحدة وأوافق / نوافق على إيداع  
طلب البراءة في الإمارات العربية المتحدة باسم  
الشركة المذكورة أعلاه .

Date:

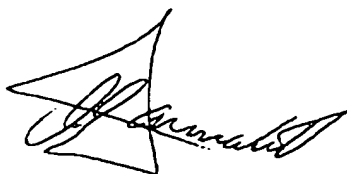
تاريخ في

Signature (s): \_\_\_\_\_

التوقيع :

.. .

EXHIBIT 4

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006  
Date



## Assignment

I, Neil Bernard McLaughlin

Residing at:

51/53 Chloe Drive

Munruben, Queensland 4125

Australia

Profession:

Qualified Fitter and Turner

Engineer

Nationality:

Scottish

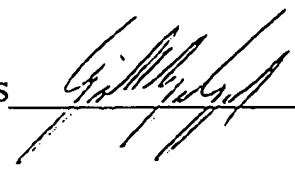
Hereby declare that I am the inventor of the invention entitled:

A support assembly as described in the attached abstract.

And that I hereby authorize Standfast Enterprises Pty Ltd to obtain a patent in the UAE and that I agree to the filing of a patent application in UAE by the said company:

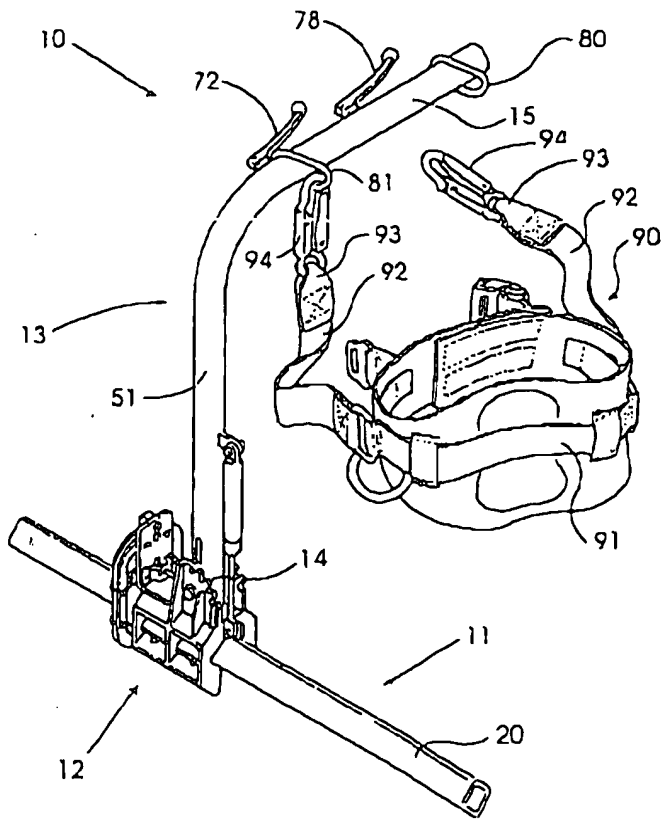
Date : 24 / 6 / 2005

Signature: 

Witness 

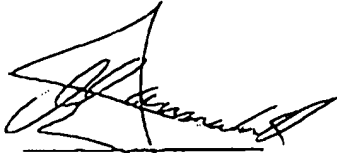


## (54) Title: A SUPPORT ASSEMBLY



(57) Abstract: This invention relates to a support assembly (10) for a vehicle (16) of the type that includes an enclosed load carrying compartment (17) having a roof (18), said support assembly being adapted to provide support for a person when moving about on said roof. The support assembly includes a guide (11) that is mountable on the roof and a base (12) that is adapted to engage said guide and which is capable of movement along said guide while remaining engaged therewith. The support assembly also includes a support structure that includes a lower end portion that is pivotally connected to the base and a handle (15) that is spaced from said base. The support assembly also includes a lock (73) for selectively locking the support structure in a desired attitude relative to the base.

EXHIBIT 5



Ian Robert Fannahill

13 MARCH 2006  
Date

### Assignment

I, Neil Bernard McLaughlin

Residing at:

51/53 Chloe Drive

Munruben, Queensland 4125

Australia

Profession:

Qualified Fitter and Turner

Engineer

Nationality:


Scottish

Hereby declare that I am the inventor of the invention entitled:

A support assembly as described in the attached abstract.

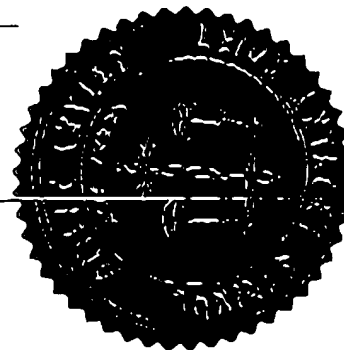
And that I hereby authorize Standfast Enterprises Pty Ltd to obtain a patent in the UAE and that I agree to the filing of a patent application in UAE by the said company:

Date : 29-6-05

Signature: 

Witness 

LEIGH ANTHONY STEINDEL  
Notary Public  
1 Janira Drive, Browns Plains  
Logan City, Queensland, 4118  
Australia



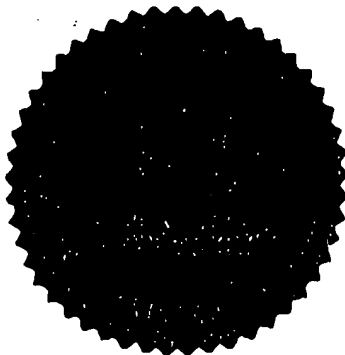
<sup>x</sup>  
Ahearn Geoff Kelly.....an officer of the  
Queensland State Office, having been duly authorised by the  
Secretary of the Department of Foreign Affairs and Trade DO  
HEREBY CERTIFY that the signature/seal/stamp of

Leigh Anthony Steindl....., appearing on the  
document/~~above~~ ~~below~~ ~~on the reverse~~ hereto is the  
true signature/seal/stamp of

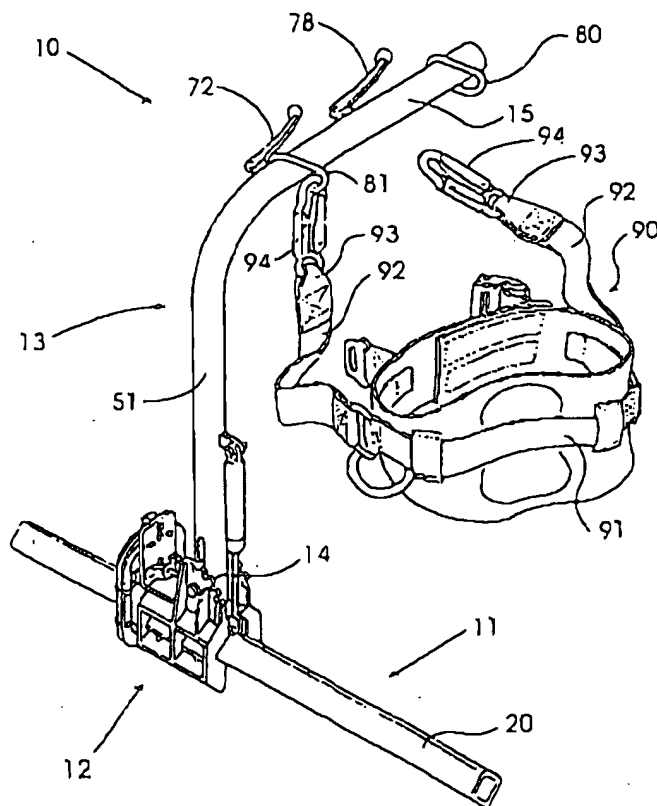
Leigh Anthony Steindl  
In so certifying, neither I nor the Queensland State Office endorse,  
verify or make any statement as to the accuracy, truth, legality or  
otherwise of the contents of the document or the purposes for which  
the document may be used. Neither I nor the Queensland State Office  
accepts liability for any loss, damage or injury arising out of the use of,  
or reliance on, the document or its contents. I provide no  
undertaking that I have read the contents of the document.

GIVEN under my hand and the seal of the Queensland State Office  
this Twenty-ninth day of June  
Two Thousand and Five

for the Secretary  
Department of Foreign Affairs and Trade

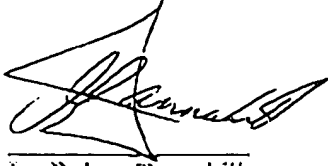


## (54) Title: A SUPPORT ASSEMBLY



(57) Abstract: This invention relates to a support assembly (10) for a vehicle (16) of the type that includes an enclosed load carrying compartment (17) having a roof (18), said support assembly being adapted to provide support for a person when moving about on said roof. The support assembly includes a guide (11) that is mountable on the roof and a base (12) that is adapted to engage said guide and which is capable of movement along said guide while remaining engaged therewith. The support assembly also includes a support structure that includes a lower end portion that is pivotally connected to the base and a handle (15) that is spaced from said base. The support assembly also includes a lock (73) for selectively locking the support structure in a desired attitude relative to the base.

EXHIBIT 6

A handwritten signature in black ink, appearing to read 'I. Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006  
Date

**AHEARN FOX**

Thomas G. Ahearn  
Daniel P. Fox  
Bill Anderson  
Ian R. Tannahill  
Angelina P. Behan  
Angela Dahlke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS  
GPO Box 1149, Brisbane  
Queensland, 4001, Australia

Incorporating  
THOMAS G. AHEARN & CO  
Established 1957

1 July 2005

Neil McLaughlin  
51/53 Chloe Drive  
MUNRUBEN QLD 4125

Dear Sir,

Re: Entry of the National Phase in the United States of America of International Patent Application No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A SUPPORT ASSEMBLY  
Our Ref: STA04 107 IT/JT

**1. Declaration**

1.1 As an inventor of the support assembly that is the subject of the abovementioned international patent application, would you please sign the enclosed Declaration where indicated and return it to us.

**2. Deed of Assignment**

2.1 We enclose a Deed of Assignment in which each of the inventors of the support assembly have assigned their rights to Standfast Enterprises Pty Ltd.

2.2 Would you please sign the Deed of Assignment where indicated and return it to us.

**3. Due Date**

3.1 The due date for lodging both the Declaration and the Deed of Assignment with the US Patent and Trademark Office is 11 July 2005. Accordingly, we would appreciate receiving the signed Declaration and Deed of Assignment from you by no later than 6 July 2005. In the meantime should you have any queries concerning the documents that we have asked you to sign, please do not hesitate to contact us.

Yours faithfully  
**AHEARN FOX**



Ian Tannahill

**Enclosures:**

- 1. ☐ Declaration
- 2. ☐ Deed of Assignment

/STA04107

Brisbane  
Level 4, T&G Building  
141 Queen Street, Brisbane, Qld. 4000

PII: (07) 3221 0744  
FX: (07) 3221 0661

Email: [info@ahearnfox.com.au](mailto:info@ahearnfox.com.au)

Gold Coast  
Office 13B, Mawarra House  
3102-3108 Surfers Paradise Boulevard  
Surfers Paradise, Qld, 4217  
PII: (07) 5538 0372  
FX: (07) 5538 0373



4132-5

**ASSIGNMENT FOR PATENT APPLICATION**  
**(U.S. Rights Only)**

WHEREAS, Neil Bernard McLaughlin, Cameron MacMillan Baker, David Palmer, Ian Gillespie, and Anthony Finlay, (hereinafter ASSIGNORS) of 51/53 Chloe Drive, Munnubun, Australia QLD 4125; 4 Bilara Street, Kenmore, Australia QLD 4069; 174 Hargraves Avenue, Chelmer, Australia QLD 4068; Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia QLD 4069 and ; 89 Old Farm Road, Pullenvale, Australia QLD 4069; respectively, have made an invention entitled A SUPPORT APPARATUS for which a so-entitled application for Letters Patent of the United States was filed in the United States Patent and Trademark Office on April 11, 2005 under Serial No. Unassigned;

WHEREAS, STANDFAST ENTERPRISES PTY LTD (hereinafter ASSIGNEE), a corporation of the Country of Australia, having an office and place of business at Unit 4, 7 Camford Street, Milton, Queensland, Australia 4064 is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNORS by these presents hereby sell, assign, and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNORS' entire right, title and interest in the United States of America as defined in 35 U.S.C. § 100, in and to the invention as described in the aforesaid application and to the said application and to all subsequent applications based thereon including any and all continuations, divisions, reissues, and substitutes of said application, and all resulting patents, and the ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns, and legal representatives. It is understood and agreed that ASSIGNEE'S attorneys Nixon & Vanderhye P.C. have represented only ASSIGNEE and will continue to represent only ASSIGNEE with respect to this invention;

ASSIGNORS hereby agree to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the invention hereby transferred.

AGREED and executed as noted below:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neil Bernard McLaughlin

943654

10-5-2005

Date

Cameron MacMillan Baker

10-5-2005

Date

David Palmer

10-5-2005

Date

Ian Gillespie

10-5-05

Date

Anthony Flhlay

4132-5  
STA04 107Nixon & Vanderhye P.C. (10/99)  
(Domestic Assigned) Page 1

**RULE 63 (37 C.F.R. 1.63)  
INVENTORS DECLARATION FOR PATENT APPLICATION  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**A SUPPORT APPARATUS**

The specification of which (check applicable box(es)):

☐ is attached hereto  
☒ was filed on April 11, 2005 as U.S. Application Serial No. Unassigned (Atty. Dkt. No. 4132-5)  
☒ was filed as PCT International application No. PCT/AU2003/001349 on 13 October 2003  
 and (if applicable to U.S. or PCT application) was amended on 6 September 2004

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/265 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):	Country	Day/Month/Year Filed
Application Number 2002951973	Australia	11 October 2002
2003236437	Australia	22 August 2003

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

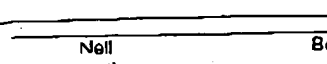
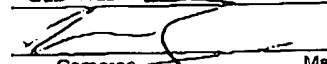
Application Number	Day/Month/Year Filed
--------------------	----------------------

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below.

Prior U.S./PCT Application(s):	Day/Month/Year Filed	Status: patented pending, abandoned
Application Serial No. PCT/AU2003/001349	13 October 2003	

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby ask that all correspondence in this matter be directed to:

**Customer Number: 23117**

1.	Inventor's Signature: 	Date: _____
	Inventor: Neil Bernard McLaughlin (first, last)	Australia (citizenship)
	Residence: (city) Munruben (state/country) Australia	
	Mailing Address: 51/53 Chloce Drive, Munruben, Australia	
	(Zip Code) QLD 4125	
2.	Inventor's Signature: 	Date: 10-5-5
	Inventor: Cameron MacMillan Baker (first, last)	Australia (citizenship)
	Residence: (city) Kenmore (state/country) Australia	
	Mailing Address: 4-Bilara Street, Kenmore, Australia	
	(Zip Code) QLD 4069	

**[X] See attached sheet(s) for additional inventor(s) information!!**

RULE 63 (37 C.F.R. 1.63)  
INVENTORS DECLARATION FOR PATENT APPLICATION  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

SIGN HERE  
383H NGIS

3. Inventor's Signature: [Signature] Date: 10-5-05  
Inventor: David Palmer  
(first) (last)  
MI (state/country) Australia (citizenship)  
Residence: (city) Chelmer  
Mailing Address: 174 Hargraves Avenue, Chelmer, Australia  
(Zip Code) QLD 4068
4. Inventor's Signature: [Signature] Date: 10-5-05  
Inventor: Ian Gillespie  
(first) (last)  
MI (state/country) Australia (citizenship)  
Residence: (city) Brookfield  
Mailing Address: Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia  
(Zip Code) QLD 4069
5. Inventor's Signature: [Signature] Date: 10-5-05  
Inventor: Anthony Finlay  
(first) (last)  
MI (state/country) Australia (citizenship)  
Residence: (city) Pullenvale  
Mailing Address: 89 Old Farm Road, Pullenvale, Australia  
(Zip Code) QLD 4069
6. Inventor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Inventor: \_\_\_\_\_  
(first) MI (last) (citizenship)  
Residence: (city) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
(Zip Code) \_\_\_\_\_

FOR ADDITIONAL INVENTORS, check box [ ] and attach sheet with same information and signature and date for each.

EXHIBIT 7

A handwritten signature in black ink, appearing to read 'Ian Robert Pannahill', written over a horizontal line.

Ian Robert Pannahill

13 MARCH 2006

Date

**AHEARN FOX**

Thomas G. Ahearn  
Daniel P. Fox  
Bill Anderson  
Ian R. Tannahill  
Angeline P. Behan  
Angela Dahlke

**PATENT AND TRADE MARK ATTORNEYS**

POSTAL ADDRESS  
GPO Box 1149, Brisbane  
Queensland, 4001, Australia

Incorporating  
**THOMAS G. AHEARN & Co**  
Established 1957

12 July 2005

Neil McLaughlin  
51/53 Chloe Drive  
MUNRUBEN QLD 4125

Dear Sir,

Re: Entry of the National Phase in the United States of America of International Patent Application No. PCT/AU2003/001349 in the name of STANDFAST ENTERPRISES PTY LTD - A SUPPORT ASSEMBLY  
Our Ref: STA04 107 IT/JT

**1. Declaration**

- 1.1 As an inventor of the support assembly that is the subject of the abovementioned international patent application, would you please sign the enclosed Declaration where indicated and return it to us.

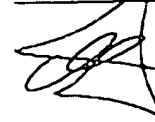
**2. Deed of Assignment**

- 2.1 We enclose a Deed of Assignment in which each of the inventors of the support assembly have assigned their rights to Standfast Enterprises Pty Ltd.
- 2.2 Would you please sign the Deed of Assignment where indicated and return it to us.

**3. Due Date**

- 3.1 The due date for lodging both the Declaration and the Deed of Assignment with the US Patent and Trademark Office is 11 August 2005. Accordingly, we would appreciate receiving the signed Declaration and Deed of Assignment from you by no later than 25 July 2005. In the meantime should you have any queries concerning the documents that we have asked you to sign, please do not hesitate to contact us.

Yours faithfully  
**AHEARN FOX**



Ian Tannahill

**Enclosures:**

1. ☐ Declaration  
2. ☐ Deed of Assignment

/STA04107

Brisbane  
Level 4, T&G Building  
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744  
FX: (07) 3221 0661

Email: [info@ahearnfox.com.au](mailto:info@ahearnfox.com.au)

Gold Coast  
Office 13B, Mawarra House  
3102-3108 Surfers Paradise Boulevard  
Surfers Paradise, Qld, 4217  
PH: (07) 5538 0372  
FX: (07) 5538 0373

EXHIBIT 8

A handwritten signature in black ink, appearing to read 'Ian Robert Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006  
Date

**AHEARN FOX**

Thomas G. Ahearn  
Daniel P. Fox  
Bill Anderson  
Ian R. Tannahill  
Angeline P. Bchan  
Angela Dahlke

**PATENT AND TRADE MARK ATTORNEYS**

POSTAL ADDRESS  
GPO Box 1149, Brisbane  
Queensland, 4001, Australia

Incorporating  
THOMAS G. AHEARN & CO  
Established 1957

21 July 2005

Neil McLaughlin  
51/53 Chloe Drive  
MUNRUBEN QLD 4125

Dear Neil,

Re: South African Patent Application No. 2005/02908 in the name of STANDFAST  
ENTERPRISES PTY LTD - A SUPPORT APPARATUS  
Our Ref: STA04 118 IT/IT

**1. Deed of Assignment**

1.1 We enclose a Deed of Assignment which the inventors of the support apparatus illustrated on the attached sheet all must sign.

1.2 Would you please sign the Deed of Assignment of where indicated and return it to us as soon as possible.

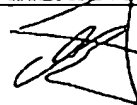
**2. Due Date**

2.1 The due date for lodging the Deed of Assignment is 11 October 2005. Accordingly, we would appreciate receiving the signed Deed of Assignment from you prior to 11 August 2005 so that we may have ample time to arrange for the other inventors to sign the document.

**3. Conclusion**

3.1 If you have any queries concerning the present matter, please do not hesitate to contact us.

Yours faithfully

**AHEARN FOX**

Ian Tannahill

**Enclosures:**

1. ☐ Deed of Assignment

/STA04118

Brisbane  
Level 4, T&G Building  
141 Queen Street, Brisbane, Qld, 4000

PH: (07) 3221 0744  
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D.M. KISCH INC., Johannesburg  
Patent, Trade Mark & Copyright Attorneys

South Africa  
Foreign Inventors  
P30856ZA00

### ASSIGNMENT OF INVENTION

WHEREAS I/we       McLAUGHLIN, Neil, Bernard  
                      BAKER, Cameron, MacMillan  
                      PALMER, David  
                      GILLESPIE, Ian  
                      FINLAY, Anthony

am/are the inventor(s) of an invention entitled  
**A SUPPORT ASSEMBLY**

AND WHEREAS STANDFAST ENTERPRISES PTY LTD

of                   Unit 4/7 Camford Street  
                      MILTON, QUEENSLAND, 4064  
                      Australia

has/have acquired the said invention from me/us in respect of the Republic of South Africa.

NOW THEREFORE this Deed witnesses that I/we have assigned the said invention and such priority rights to which I/we am/are or may become entitled by virtue of the filing of any patent application(s) in respect of the invention in any country to

**STANDFAST ENTERPRISES PTY LTD**

insofar as the Republic of South Africa is concerned, together with the right to apply for Letters Patent in respect thereof in his/their own name, this assignment taking effect on or before 13 October 2003

	DATE	SIGNATURE
1.	_____	_____ McLAUGHLIN, Neil, Bernard
2.	_____	_____ BAKER, Cameron, MacMillan
3.	_____	_____ PALMER, David
4.	_____	_____ GILLESPIE, Ian
5.	_____	_____ FINLAY, Anthony

No legislation necessary

(12) INTERNATIONAL APPLICATION PUBLISHED UNDER THE PATENT COOPERATION TREATY (PCT)

(19) World Intellectual Property  
Organization  
International Bureau(43) International Publication Date  
22 April 2004 (22.04.2004)

PCT

(10) International Publication Number  
WO 2004/033256 A1(51) International Patent Classification?: B60P 3/22,  
B62D 25/22, A62B 1/20, 35/00(21) International Application Number:  
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(30) Priority Data:  
2002951973 11 October 2002 (11.10.2002) AU  
2003236437 22 August 2003 (22.08.2003) AU(71) Applicant (for all designated States except US): STAND-  
FAST ENTERPRISES PTY LTD (AU/AU); 51/53 Chloe Drive,  
Munruben, QLD 4125 (AU).

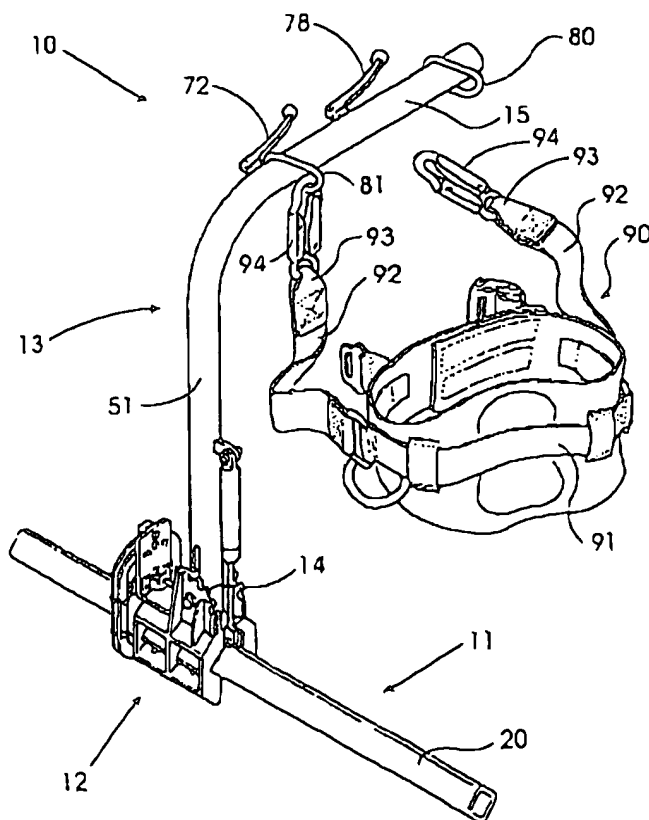
(72) Inventors; and

(75) Inventors/Applicants (for US only): MCCLAUGHIN,

Neil, Bernard (GB/AU); 51/53 Chloe Drive, Munruben,  
QLD 4125 (AU). BAKER, Cameron, MacMillan  
(AU/AU); 4 Bilara Street, Kenmore, QLD 4069 (AU).  
PALMER, David (AU/AU); 174 Hargraves Avenue,  
Chelmer, QLD 4068 (AU). COLLESPIE, Ian (AU/AU);  
Lot 4, No 43 Upper Brookfield Road, Brookfield, QLD  
4069 (AU). FINLAY, Anthony (AU/AU); 89 Old Farm  
Road, Pullenvale, QLD 4069 (AU).(74) Agent: AHEARN FOX; GPO Box 1149, Brisbane, QLD  
4001 (AU).(51) Designated States (national): AE, AG, AL, AM, AT, AU,  
AZ, BA, BB, BG, BR, BY, BZ, CA, CH, CN, CO, CR, CU,  
CZ, DE, DK, DM, DZ, EC, EE, EG, ES, FI, GB, GD, GE,  
GH, GM, HR, HU, ID, IL, IN, IS, JP, KE, KG, KP, KR,  
KZ, LC, LK, LR, LS, LT, LU, LV, MA, MD, MG, MK,  
MN, MW, MX, MZ, NI, NO, NZ, OM, PG, PH, PL, PT,  
RO, RU, SC, SD, SE, SG, SK, SL, SY, TJ, TM, TN, TR,  
TT, TZ, UA, UG, US, UZ, VC, VN, YU, ZA, ZM, ZW

(Continued on next page)

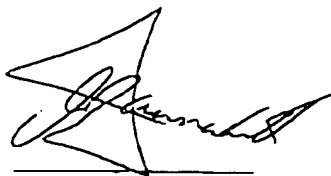
(54) Title: A SUPPORT ASSEMBLY

(57) Abstract: This invention relates of a sup-  
port assembly (10) for a vehicle (16) of the type  
that includes an enclosed load carrying compart-  
ment (17) having a roof (18), said support as-  
sembly being adapted to provide support for a  
person when moving about on said roof. The  
support assembly includes a guide (11) that is  
mountable on the roof and a base (12) that is  
adapted to engage said guide and which is capa-  
ble of movement along said guide while remain-  
ing engaged therewith. The support assembly  
also includes a support structure that includes a  
lower end portion that is pivotally connected to  
the base and a handle (15) that is spaced from  
said base. The support assembly also includes  
a lock (73) for selectively locking the support  
structure in a desired attitude relative to the base.

WO 2004/033256 A1

.. .  
.

EXHIBIT 9

A handwritten signature in black ink, appearing to read 'I. Tannahill', written over a horizontal line.

Ian Robert Tannahill

13 MARCH 2006.

Date

**AHEARN FOX**

Thomas G. Ahearn  
Daniel P. Fox  
Bill Anderson  
Ian R. Tannahill  
Angeline P. Behan  
Angela Dahlke

PATENT AND TRADE MARK ATTORNEYS

POSTAL ADDRESS  
GPO Box 1149, Brisbane  
Queensland, 4001, Australia

Incorporating  
THOMAS G. AHEARN & CO  
Established 1957

11 November 2005

Mr Neil McLaughlin  
51/53 Chloe Drive  
MUNRUBEN QLD 4125

Dear Neil,

Re: Standfast Enterprises Pty Ltd  
Our Ref: STA04 110

IT/JT

**1. Documents**

1.1 We enclose the following documents which we ask that you please sign:

1.1.1 Declaration; and

1.1.2 Deed of Assignment.

**2. Notary Public**

2.1 We prefer that you sign the documents in the presence of a notary public. In this regard please advise whether you would like us to arrange a suitable appointment for yourself and the writer with Leigh Steindl.

**3. Costs**

3.1 Standfast Enterprises Pty Ltd have indicated that they are prepared to pay your reasonable costs associated with the execution of the abovementioned documents. Would you therefore please advise us in advance what your costs will be so that we may arrange for payment of same.

**4. Conclusion**

4.1 If you have any queries concerning the present matter, please do not hesitate to contact us.

Yours faithfully  
**AHEARN FOX**



Ian Tannahill

**Enclosures:**

- 1. ☐ Declaration
- 2. ☐ Deed of Assignment

/STA04110.doc

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Surfers Paradise, Qld, 4217  
PH: (07) 5538 0372  
FX: (07) 5538 0373

# Deed of Assignment of Intellectual Property

Neil Bernard McLaughlin  
Cameron MacMillan Baker  
David Palmer  
Anthony Finlay  
Ian Gillespie

and

Standfast Enterprises Pty Limited  
ACN 086 434 424

**Middletons Lawyers**  
Sydney office  
Level 24, 52 Martin Place  
SYDNEY NSW 2000  
Ref: RLYO.SSEG

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## Deed of Assignment of Intellectual Property

**Date** 2005

### Parties

1. **Nell Bernard McLaughlin** of 51/53 Chloe Drive, Munruben in the State of Queensland, 4125, Australia;  
  
**Cameron MacMillan Baker** of 49 Gem Street, Kenmore, in the State of Queensland, 4069, Australia;  
  
**David Palmer** of 174 Hargraves Avenue, Chelmer, in the State of Queensland, 4068, Australia;  
  
**Anthony Finlay** of 89 Old Farm Road, Pullenvale, in the State of Queensland, 4069, Australia, and  
  
**Ian Gillespie** of Lot 4, No. 43 Upper Brookfield Road, Brookfield, in the State of Queensland, 4069, Australia,  
  
(Referred to as the ASSIGNOR)
2. **Standfast Enterprises Pty Limited** ACN 086 434 424 of Level 3, 16 McDougall Street, Milton in the State of Queensland (**Company**)

### Background

- A. The Assignor has assisted the Company in the development of the Products.
- B. The Assignor agrees to assign to the Company all of its Intellectual Property Rights in the Products, on the terms and conditions set out in this Deed.

### Operative Provisions

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this Deed, unless the contrary intention appears:

**Intellectual Property Rights** means all present and future intellectual and industrial property rights in the Products, whether conferred by statute, at common law or in equity and wherever existing, including:

- (a) patents, designs, copyright, rights in circuit layouts, plant breeder's rights, trade marks, know how, brand names, domain names, inventions, Products names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and

(d) all renewals and extensions of these rights;

**Loss** means damages awarded by a court, losses, costs and expenses incurred (including but not limited to legal costs on a solicitor/client basis and whether incurred or awarded against), fines imposed and taxes and duties levied by any government body.

**Products** means

(a) a tethering apparatus and an inertia locking reel which are the subject of the following patents and patent applications:

Australia – 775825

Canada – 32618/00

Europe – 00910400-1

Japan – 2000-604914

South Korea – 10-2001-7011624

South Africa – 2001/8474

New Zealand – 514861

Norway – 20014467

United States of America – 09/926,165

(b) a support assembly, (hereinafter referred to as the "Tram"), which is the subject of the following patents and patent applications:

Australia – 2002951973

Australia – 2003236437

Australia – 2003266861

Brazil – PI0315246-7

Canada – 2501906

Europe – 03747742.9-1268

Japan – 500965/2005

New Zealand – 539960

Singapore – 200502204-1

South Africa – 2005-02908

United Arab Emirates – 200/2005

United States of America – 10/530862



## **1.2 Interpretation**

In this Deed:

- (a) headings and bold text are for convenience only and do not affect the interpretation of this Deed;
- (b) persons will be taken to include any natural or legal person;
- (c) the words importing the singular include the plural and vice versa,
- (d) a reference to any party to this Deed or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (e) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (f) a reference to any thing (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (g) where a party is comprised of more than one person, each obligation of the party will bind those persons jointly and severally and will be enforceable against them jointly and severally; and
- (h) a reference to a person which has ceased to exist or has been reconstituted, amalgamated or merged, or other functions of which have been exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place by which its said functions have been exercisable.

## **2. Assignment of Rights**

The Assignor hereby irrevocably assigns to the Company, free of any encumbrances:

- (a) all right, title and interest in and relating to the Products and all present and future Intellectual Property Rights in and relating to the Products; and
- (b) all rights of action accrued in, and relating to, the Intellectual Property Rights in the Products including, without limitation, the right to take proceedings or recover damages and all other remedies for any past infringement of those Intellectual Property Rights.

## **3. Perfection of rights**

The Assignor must execute all documents and do all acts and things required for the purposes of giving effect to the provisions of this Deed and the rights and obligations of

the Assignor under it including, without limitation, those obligations dealing with Intellectual Property Rights.

#### **4. Warranties**

The Assignor warrants and represents that:

- (a) it has full power to enter into this Deed and to grant the rights in this Deed;
- (b) it owns all of the legal and beneficial title in the Intellectual Property Rights in the Products except where previously assigned to the company;
- (c) it has not:
  - (i) granted any licences in respect of the Products or any part of the Products in any part of the world to any third party; or
  - (ii) made or allowed the Products to be the subject of any charge, mortgage or other encumbrance or third party right,and will not do or attempt to do any such act;
- (d) it has not assigned any of the Intellectual Property Rights in the Products in any part of the world to any person other than the company;
- (e) it will not challenge or oppose, or assist a person to challenge or oppose, any application by the Company for the registration of any of its Intellectual Property Rights in the Products in any part of the world;
- (f) it is not aware of any infringement of the Intellectual Property Rights in the Products;
- (g) the assignment of the Intellectual Property Rights will not infringe the rights of any other person or constitute a breach of any agreement with any other person.

#### **5. Covenants**

The Assignor must:

- (a) not represent itself as the owner of or having any interest in the Intellectual Property Rights or any part of them except as otherwise agreed to in writing by the Company;
- (b) subject to this Deed, not use or allow the use of any Intellectual Property Rights or any part of them in a manner that is contrary to or conflicts with or in any way damages the title or interest of the Company in the Intellectual Property Rights;
- (c) subject to this Deed, where any Intellectual Property Rights are referred to or used by the Assignor, indicate clearly the Company's ownership of the Intellectual Property Rights;
- (d) do all acts and things reasonably required by the Company to defend the Intellectual Property Rights including the provision of any evidence required by the Company for use in the preparation or conduct of any proceedings relating to unauthorised use or infringement of the Intellectual Property Rights;

- (e) not challenge or call into question in any way the right, title, interest and goodwill of the Company in respect of the Intellectual Property Rights;
- (f) subject to this Agreement, not register or attempt to register under the provisions of any statute or otherwise the Intellectual Property Rights; and
- (g) do all other acts and things that may be reasonably required by the Company to ensure the protection of the Intellectual Property Rights.

## **6. Indemnity and Third party claims**

### **6.1 Indemnity**

- (a) The Assignor acknowledges that the Company has been induced to enter into this Deed by the warranties which are contained in clause 4 of this Deed and has fully relied upon the truth and accuracy of those warranties.
- (b) The Assignor indemnifies the Company from and against any Loss which the Company suffers or incurs by reason of any of the warranties being breached or being untrue or inaccurate in any respect or by reason of the Assignor's breach of its obligations under this Deed.
- (c) The Assignor indemnifies the Company from and against any Loss which the Company suffers or incurs by reason of any of the covenants which are contained in clause 5 of this Deed being breached by the Assignor whether directly or indirectly or by act or omission.

## **7. Confidentiality**

- (a) The Assignor acknowledges the confidential nature of the Products and the terms of this Deed. The Assignor must ensure that any trade secrets, Products information or confidential information in relation to the Products is kept confidential and must not disclose this information or any part of it to a third party without the prior written consent of the Company.
- (b) The Assignor's obligation to keep information confidential under clauses 7 (a) applies other than:
  - (i) to enforce this Deed;
  - (ii) as required by law;
  - (iii) to a party's insurers, legal advisers, auditors, in each case on a confidential basis; or
  - (iv) to information which is generally known by the public other than by a breach of clause 7 (a).

## **8. General**

### **8.1 Benefit of Deed**

This Deed binds and benefits the parties and their respective successors and permitted assigns. The Company may assign the benefit of this Deed. The Assignor cannot assign

or otherwise transfer the benefit of this Deed without the prior written consent of the Company.

## **8.2 Costs and Taxes**

- (a) Each party must bear, and is responsible for, its own costs in connection with the negotiation, preparation, execution and carrying into effect of this Deed.
- (b) Each party shall bear sole responsibility for all taxes and assessments levied on it in relation to the subject matter of this Deed.

## **8.3 Whole agreement**

This Deed contains the whole agreement between the parties relating to the subject matter of this Deed and supersedes all previous agreements between the parties in relation to that subject matter.

## **8.4 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.

## **8.5 Miscellaneous**

The Company's rights, remedies and powers under this Deed are in addition to any rights, remedies and powers provided by law. The indemnities in this Deed are continuing obligations, independent from the other obligations of the parties under this Deed and continue after this Deed ends. It is not necessary for the Company to incur expense or make payment before enforcing a right of indemnity under this Deed.

## **8.6 Governing Law and Jurisdiction**

This Deed is governed by and construed and enforced in accordance with the laws in the State of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Deed.

**Executed as a Deed.**

**Signed by Neil Bernard McLaughlin**  
**in the presence of:**

)  
)  
)

\_\_\_\_\_  
**Signature of Neil Bernard McLaughlin**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness (Print Name)**

**Signed by Cameron MacMillan Baker**  
**in the presence of:**

)  
)  
)

\_\_\_\_\_  
**Signature of Cameron MacMillan Baker**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness (Print Name)**

**Signed by David Palmer**  
**in the presence of:**

)  
)  
)

\_\_\_\_\_  
**Signature of David Palmer**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness (Print Name)**

**Signed by Anthony Finlay**  
**in the presence of:**

)  
)  
)

\_\_\_\_\_  
**Signature of Anthony Finlay**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness (Print Name)**

8

Signed by Ian Gillespie  
in the presence of:

)  
)  
)

\_\_\_\_\_  
Signature of Ian Gillespie

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness (Print Name)

Executed by **Standfast Enterprises Pty** )  
**Limited** ACN 086 434 in accordance with )  
section 127(1) of the *Corporations Act 2001* )  
(*Cth*): )

.....  
Signature of director

.....  
Signature of director or company secretary\*  
\*delete whichever does not apply

.....  
Name (please print)

.....  
Name (please print)

4132-5  
STA04 107Nixon & Vanderhye P.C. (10/99)  
(Domestic Assigned) Page 1

RULE 63 (37 C.F.R. 1.63)  
INVENTORS DECLARATION FOR PATENT APPLICATION  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

As a below named inventor, I hereby declare that my residence, mailing address and citizenship are as stated below next to my name, and I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A SUPPORT APPARATUS

The specification of which (check applicable box(es)):

☐ is attached hereto  
☒ was filed on April 11, 2005 as U.S. Application Serial No. Unassigned (Att. Dkt. No. 4132-5)  
☒ was filed as PCT International application No. PCT/AU2003/001349 on 13 October 2003  
 and (if applicable to U.S. or PCT application) was amended on 6 September 2004

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed or, if no priority is claimed, before the filing date of this application:

Priority Foreign Application(s):	Country	Day/Month/Year Filed
Application Number 2002951873	Australia	11 October 2002
2003236437	Australia	22 August 2003

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below.

Application Number	Day/Month/Year Filed

I hereby claim the benefit under 35 U.S.C. 120/365 of all prior United States and PCT international applications listed above or below.

Prior U.S./PCT Application(s):	Day/Month/Year Filed	Status: patented pending, abandoned
Application Serial No. PCT/AU2003/001349	13 October 2003	

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. And on behalf of the owner(s) hereof, I hereby ask that all correspondence in this matter be directed to:

**Customer Number: 23117**

1.	Inventor's Signature:	_____	Date:	_____
	Inventor:	Neil Bernard McLAUGHLIN-McLaughlin (first) MI (last)		Australia (citizenship)
	Residence: (city)	Munruben	(state/country)	Australia
	Mailing Address:	51/53 Chloe Drive, Munruben, Australia		
	(Zip Code)	QLD 4125		
2.	Inventor's Signature:	_____	Date:	_____
	Inventor:	Cameron MacMillan Baker (first) MI (last)		Australia (citizenship)
	Residence: (city)	Kenmore	(state/country)	Australia
	Mailing Address:	4 Bilara Street, Kenmore, Australia		
	(Zip Code)	QLD 4069		

**[X] See attached sheet(s) for additional inventor(s) information!!**

RULE 63 (37 C.F.R. 1.63)  
INVENTORS DECLARATION FOR PATENT APPLICATION  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

3.	Inventor's Signature: _____	Date: _____
	Inventor: <u>David</u> <u>Palmer</u> <u>Australia</u> (first) (last) (citizenship) MI (state/country) Australia	
	Residence: (city) <u>Chelmer</u>	
	Mailing Address: <u>174 Hargreaves Avenue, Chelmer, Australia</u>	
	(Zip Code) <u>QLD 4068</u>	
4.	Inventor's Signature: _____	Date: _____
	Inventor: <u>Ian</u> <u>Gillespie</u> <u>Australia</u> (first) (last) (citizenship) MI (state/country) Australia	
	Residence: (city) <u>Brookfield</u>	
	Mailing Address: <u>Lot 4, No. 43 Upper Brookfield Road, Brookfield, Australia</u>	
	(Zip Code) <u>QLD 4069</u>	
5.	Inventor's Signature: _____	Date: _____
	Inventor: <u>Anthony</u> <u>Finlay</u> <u>Australia</u> (first) (last) (citizenship) MI (state/country) Australia	
	Residence: (city) <u>Pullenvale</u>	
	Mailing Address: <u>89 Old Farm Road, Pullenvale, Australia</u>	
	(Zip Code) <u>QLD 4069</u>	
6.	Inventor's Signature: _____	Date: _____
	Inventor: _____ (first) MI (last) (citizenship)	
	Residence: (city) _____	
	Mailing Address: _____	
	(Zip Code) _____	

FOR ADDITIONAL INVENTORS, check box [ ] and attach sheet with same information and signature and date for each.



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